

EXHIBIT A

**Marketing Agreement between
Dearica Hamby and the WNBA, dated
August 18, 2022 (the “Marketing
Agreement”)**

Dearica Hamby
[REDACTED]

Dear Dearica:

We are delighted that you have agreed to provide marketing services in connection with the promotion of the Women's National Basketball Association ("WNBA"). Your services will generally include promoting the WNBA and its sponsors and licensees to fans, consumers, and media as well as trade, business, charitable and special interest groups. As one of the top players in our league, we want to feature you in highly impactful, meaningful opportunities, representing the best of our league and fostering not only the WNBA brand, but your personal brand as well. This letter and Exhibits, which are attached hereto and are incorporated herein by reference, will confirm the agreement between you and the WNBA with respect to your services. We have agreed as follows:

1. The term of this agreement (the "Agreement") shall commence as of September 21, 2022 and expire on the tenth day following the last game of the WNBA Finals 2023 (the "Term").
2. During the Term, the WNBA (or other entity designated by the WNBA) shall have the worldwide right to use your name, nickname, social media account names and "handles" (in each case, as approved by you), Picture (as defined below), portrait, image, signature, voice (including, without limitation, voice picked up by microphone) or other identifiable attributes and biographical data (the "Attributes") for promotional purposes and/or in any form of trade or consumer promotion or advertising related to the WNBA. Your Attributes may be used to imply an endorsement relationship with any individual WNBA sponsor or licensee, provided you do not have a conflicting preexisting individual agreement with a sponsor or licensee (as designated in Exhibit C). "Picture" shall mean all forms of audio, video, data or image reproduction or transmission whether now existing or hereafter created. In all cases, you will be notified beforehand regarding any usage of your Attributes and provided an opportunity to request changes prior to the usage.
3. During the Term, you shall deliver the following marketing services:
 - a. Make yourself available for Commitments described in Exhibit A attached hereto as well as up to ten (10) Additional Commitments as assigned by the WNBA (collectively, the "Required Allotment"). Such Additional Commitments shall include creating content and making virtual or personal appearances in support of the WNBA or WNBA sponsors or licensees (as designated in Exhibit C) and/or the sport of basketball. The WNBA will use best efforts to schedule greater than half of the Commitments in the first portion of the Term, corresponding with the offseason. The remaining Commitments, not to exceed four (4), will be completed

in the second portion of the Term. Reasonable effort will be made to give you at least five (5) days' notice of Commitments, including the scope of the request, and you must confirm your acceptance within 48 hours of receiving notice from the WNBA. You are expected to accept all Commitments unless you have an Allowable Reason for not accepting ("Allowable Reasons" will be determined at the sole discretion of the WNBA and will include instances such as family emergencies and illness/injury). At the beginning of this Term, you will communicate to the WNBA any planned trips or vacations or other preexisting commitments that would render you unavailable; any trips planned thereafter would need to not conflict with any currently scheduled Commitments and must be communicated in writing to the WNBA immediately. The Commitments will vary in nature and may include, but shall not be limited to, hospitality or promotional events involving or relating to WNBA regular season and playoff games and WNBA All-Star events, promotion of the WNBA at events (e.g., Summer League) held by the National Basketball Association (collectively, "WNBA Events"), media interviews, photo sessions, social media "chats," public service announcements or promotional spots, meetings with WNBA team and league personnel, virtual content series, and advertisements filmed by the WNBA. You may be asked to wear apparel supplied by the WNBA during such Commitments, so long as such apparel is reasonable for the occasion.

- b. Notwithstanding anything to the contrary herein, the WNBA acknowledges and agrees that you have other individual sponsorship agreements as delineated in Exhibit B (collectively, "Other Sponsorship Agreements"), and nothing in this Agreement shall operate so as to make you in breach of, or otherwise create a conflict with, such Other Sponsorship Agreements. Should you acquire a new individual sponsorship agreement during the term of this Agreement, you must notify the WNBA immediately. The WNBA will work with you to avoid creating a conflict with your new individual sponsorship agreement.
- c. Engage with the WNBA's sponsorship efforts by, among other things, sending personal messages to key decision makers affiliated with such sponsors and participating in, or providing footage for, WNBA video shoots to be included with pitch materials for such sponsors. Via league partnerships, grant WNBA sponsors (as designated in Exhibit C) the use of Player Attributes individually or to have the player participate in content creation and social media distribution. Nothing in this Agreement will restrict you from engaging in further business arrangements with your own sponsors or engaging with WNBA sponsors for extended activations above and beyond this Agreement.
- c. Provide the WNBA with a reasonable number of personalized and individually autographed items (not to exceed thirty (30) items). All items to be personalized and autographed will be supplied by the WNBA at the production day described in Exhibit A and may be used by the WNBA as business gifts, promotions or charitable auction items, but shall not be sold at retail or otherwise used in a commercial context by the WNBA.
- d. Reasonably cooperate with WNBA representatives for all Commitments, report promptly for all scheduled flights, appearances, press conferences, media interviews or other activities scheduled pursuant to this Agreement and make yourself available for any briefings or rehearsals as may be necessary, and

generally comport yourself at all times in accordance with the highest standards of conduct and behavior, consistent with your responsibilities on behalf of the WNBA.

- e. Create and share, on your authorized social media accounts (including, at a minimum, Instagram, Twitter, and TikTok), at least one (1) social post per week from September 2022-April 2023 and at least one (1) social post per month from May 2023-October 2023 as directed by the WNBA, or, if the WNBA does not provide direction for a certain week or month (as applicable), featuring WNBA merchandise (e.g. orange hoodie) and/or WNBA products (e.g. app relaunch), including merchandise provided by the WNBA for this purpose. The WNBA may make recommendations, but posts and the content thereof will be at your discretion, provided the merchandise and/or product is featured in a positive manner.
- f. Engage with WNBA social posts frequently (for example, resharing league highlights, commenting under a post, etc. at least weekly). The WNBA may make recommendations, but posts and the content thereof will be at your discretion.
- g. Use, on your authorized social media accounts, photographs and audiovisual footage of WNBA Events and accompanying text provided by the WNBA ("WNBA Content"), generated and provided by WNBA sponsors for the purposes hereunder ("Sponsor Content"), or generated by you for the purposes hereunder ("Player-Generated Content") (together, "Social Media Content"). The WNBA grants you a limited, non-exclusive, non-sublicensable, revocable, royalty-free license to the use of WNBA Content as set forth herein. You grant the WNBA a worldwide, perpetual, irrevocable, non-exclusive, non-transferable, royalty-free license to the use of Player-Generated Content as set forth herein. For clarity, Social Media Content shall not include third-party branding of non-WNBA sponsors, celebrities, or minors, unless otherwise approved by the WNBA in writing and shall in no event disparage or otherwise reflect adversely upon the reputation of the WNBA. Upon request from the WNBA, you agree to immediately take down any or all materials, including social media posts, containing Social Media Content. You are not permitted to use Social Media Content for any other purpose, except as provided herein, without the prior written consent of the WNBA in each case. In addition, you hereby agree to adhere to the terms of service and other applicable guidelines of each of the platforms through which you make available Social Media Content.
- h. Provide the WNBA with a "flipbook" or the equivalent featuring your bio, marketable attributes/interests, sample social media posts, and other past promotional activities.
- i. Engage generally, in collaboration with the WNBA or on your own accord, with your own network to broaden the WNBA's cultural footprint.
- j. You reserve the right to decline, up to three (3) times during the Term, any of the above unique instances of your services or usage of your Player Attributes. Any such decline must be communicated in writing within 48 hours of receiving notice from the WNBA and must be based on good faith reasons. For clarity, this is in addition to declines for the reasons of sponsor conflicts, Allowable Reasons, or previously communicated planned trips or vacations.

4. During the Term, you shall not play basketball (or any other sport) in any professional or semi-professional league (other than the WNBA) without the prior written consent of the WNBA, which may be withheld in its sole discretion.
5. In full compensation for the services described above, the WNBA shall pay you the sum of [REDACTED] payable in thirteen (13) monthly installments, the first of which to be paid on October 31, 2022, and the last of which to be paid on October 31, 2023. The first seven payments will each be equal to [REDACTED]. The eighth through twelfth payments will each be equal to [REDACTED]. The thirteenth and final payment will be equal to [REDACTED]. If you do not complete the Required Allotment of Commitments without Allowable Reasons, the WNBA may withhold payment. Notwithstanding the foregoing, if the WNBA does not provide you with Ample Opportunities to complete the Required Allotment of Commitments ("Ample Opportunities" will be defined as 120% of the Required Allotment), you will not be at fault. The WNBA will periodically provide information on your progress and known upcoming opportunities so as to project whether or not you are on track to complete the Required Allotment, and in September 2023, the WNBA will review your performance against the Required Allotment to confirm your compliance. In addition, the WNBA shall reimburse you (or pay directly) for any reasonable and documented out-of-town travel expenses (premium economy (or similarly enhanced coach fare) airfare, hotels and all meals) and reasonable and documented hair and makeup expenses incurred by you in connection with rendering the above-described services. For the avoidance of doubt, the WNBA shall only reimburse travel expenses for you alone and not for any other people in your travel party.
6. Without prejudice to any other right it may have, the WNBA shall have the right to terminate this Agreement, by written notice, at any time if you fail to perform or are in breach of any material term or condition of this Agreement and, upon notice of breach, fail to cure such breach within two (2) days. Any compensation owed to you pursuant to Paragraph 5 shall be prorated through the date of termination. In addition, the WNBA shall have the right to terminate this Agreement if you retire from the WNBA, otherwise withhold your playing services, or if you are suspended by the WNBA or any WNBA team for more than five (5) games during any WNBA season. This Agreement shall also terminate (and all obligations will cease) upon the termination of your WNBA Standard Player Contract.
7. This Agreement is personal to you and shall not be assigned, sublicensed or encumbered, directly or indirectly.
8. You agree not to divulge or publicize, or permit others to divulge or publicize, the financial or other material terms of this Agreement or any information relating to the WNBA sponsorship or licensing programs without first obtaining the written consent of the WNBA except as may be required by law.
9. The parties mutually agree that your performance under this Agreement is that of an independent contractor and that it is your responsibility to report as income any compensation received from the WNBA and to make the requisite tax filings and payments to the appropriate federal, state or local tax authority. Nothing in this Agreement shall be interpreted to mean that you or any individuals that assist you in performing any duties hereunder are entitled to receive from the WNBA (or its affiliates) any benefits provided by the WNBA (or its affiliates) to its officers, employees, representatives or agents.

10. You agree to generally comport yourself at all times in accordance with the highest standards of conduct and behavior, consistent with your responsibilities on behalf of the WNBA, and that your conduct and appearance shall be professional at all times while exercising any rights or performing any duties pursuant to this Agreement, including (a) adhering to all WNBA direction, as well as WNBA and venue rules and regulations during the performance of the services described above and (b) dealing courteously with all individuals with whom you come in contact during the performance of the services described above.
11. You represent, warrant, covenant, and agree that you have disclosed and submitted all sponsorship, endorsement and licensing agreements (including all agreements with respect to footwear with any financial terms redacted) to which you are a party in existence as of the date of your execution of this Agreement and that copies of all such pre-existing agreements are attached to Exhibit B of this Agreement.
12. This Agreement constitutes the entire Agreement and understanding between you and the WNBA relating to the subject matter of this Agreement and cancels, terminates and supersedes any prior agreement or understanding relating to the subject matter of this Agreement between you and the WNBA. None of the provisions of this Agreement can be waived except expressly in a writing signed by both parties. This Agreement shall be governed and construed in accordance with the laws of the State of New York.

[Remainder of Page Intentionally Left Blank]

If the foregoing confirms your understanding of our Agreement, please sign the enclosed copy of this letter in the space below and return it to me.

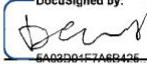
Sincerely,

WOMEN'S NATIONAL BASKETBALL
ASSOCIATION

DocuSigned by:
By: 
Jamin Dershowitz
General Counsel

AGREED TO AND ACCEPTED:

08/23/2022

DocuSigned by:

Dearica Hamby

08/23/2022